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VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") made this 14 day of November 2001, by and between SSSS Corporation t/a Sunset Liquors ("Applicant") and Thaddeus Corley, 1623 First Street, NW, Joan Hunter, 1617 First Street, NW, Charlene Jathoo, Gary Hunter, 1617 First Street, NW and Warren Hunter, 1617 First Street, NW ("Protestants");

WITNESSETH

WHEREAS, Applicant has applied for renewal of its retailer's license Class A for premises located at 1625 First Street, NW, Washington, D.C.;

WHEREAS Protestant has protested the renewal of Applicant's license; and

WHEREAS, the parties have agreed to enter into this Agreement and to request the Alcohol Beverage Control Board to approve the Applicant's application conditioned upon Applicant's compliance with the terms of this written Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.

2. **Compliance With Law.** Applicant shall comply with all laws and regulations governing the operation of the market, including laws and regulations governing the Class A license to which this agreement applies, as applied for and approved by the District of Columbia in the name of Applicant.

3. **Conduct of Business Operations.**

A. **Cleanliness of Premises and Business Environment.** Applicant shall take all reasonable measures to assure that that the immediate environs of the establishment are kept free of litter and debris. "Immediate environs" is defined in D.C.M.R. § 720.2 as including: "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including parking lots and the portion of alleys, sidewalks, or other public property

immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business." Applicant shall clean the sidewalk in front of its premises up to and including the curb, and remove trash from the alley behind the premises, including removing broken glass, beer and liquor bottles and empty bottles within at least 100 feet, by 10:00 a.m., during hours of operation as necessary and once again within one hour before closing on days the establishment is open. Applicant shall maintain trash, garbage and recycling material storage facilities in which all containers have lids which are kept securely closed at all times. Containers shall be sufficient to contain all trash, garbage and recycle materials generated by the establishment, and to assure that trash, garbage, and recycle materials are removed regularly. Applicant shall immediately remove the dumpster on the First Street side to the Florida Avenue side of the store. Applicant will install a new dumpster on the Florida Avenue side of the store that will prevent the harboring rodents. Applicant will contract with professional pest control company to treat the area surrounding the store for rodent abatement on all sides of the store. Applicant will immediately remove all milk and soda crates from the exterior of the store and refrain from placing these items outside of the store. Applicant will continue to maintain and repair all boarded up windows and remove all boards from the store. Applicant will keep all public space surrounding the business free of debris, trash, and weeds. Applicant will install a trashcan on the First Street side of the store for public use and empty its contents regularly to prevent trash overflow. Applicant will place "No Littering" signs conspicuously on property. Applicant will repair and maintain gutters to prevent flooding onto adjacent residential properties. Applicant will replace and maintain lighting on the exterior of premises after dark. Applicant, owner, licensee will call the D.C. government Call Center on (202) 727-1000 to report bulk trash pickups, alley lights out, dead animals or the appropriate District of Columbia agency for any other needed city services.

B. Loitering. The parties recognize that loitering in and around the establishment has been a significant problem in the past, and that the peace, order and quiet of the neighborhood will continue to be unreasonably affected if it is not reasonably controlled in the future. Applicant shall take all reasonable measures to discourage loitering within, in front and in the rear of the establishment. Applicant shall install and maintain in good operating condition a video surveillance camera on the front of the store recording the inside and outside of the establishment. Applicant shall immediately place a sign on the exterior saying that the store is under electronic surveillance. At the request of the protestant or the Metropolitan Police, Applicant shall tape activity and provide a copy of such tape to the requesting party. Applicant may be required to hire a licensed security guard to prevent any illegal conduct on or abutting the store. Applicant shall place "No Loitering" signs conspicuously on the property. Applicant will prohibit loitering in front of the store and take whatever actions are necessary to enforce such loitering on the premises of the store by telephoning the Metropolitan Police Department and maintaining a log of such calls.

C. Alcohol Abuse Prevention. Applicant shall not, directly or indirectly, knowingly sell or deliver alcoholic beverages to any intoxicated person, or to any person

of intemperate habits, or to any person who appears to be intoxicated, and will cooperate with the Metropolitan Police and health and social service agencies to identify such persons. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offenses by the Metropolitan Police for any alcohol-related crime three times or more in any one year and who has been so identified to Applicant by the Metropolitan Police Department by giving a photo and name to Applicant. Applicant shall not sell or deliver alcoholic beverages to anyone accompanying a person who has been denied service if there is an apparent attempt to deliver the alcoholic beverage to the person who has been denied service. Applicant shall not sell or deliver alcoholic beverages to any person or persons under the age of 21, and will prominently display the fact that such sales are prohibited and that patrons are subject to being asked to produce valid proof of age. These specific sale restrictions shall be posted on signs in the establishment. Applicant will discourage the consuming of alcoholic beverages in and around the store. Applicant will post signs in English and Spanish advising its customers that the licensee will not sell to intoxicated persons. Applicant shall use clear bags for the sale of single containers of alcohol beverages, including beer, wine, liquor and fortified alcohol of 40 ounces or less.

D. Renovation and Signage at Premises. Applicant shall not install signs on the front window so as to obstruct visibility into the establishment. Applicant shall not advertise alcoholic beverages on the exterior walls of the establishment. Applicant shall generally maintain the property in commercially reasonable condition. Applicant, at owners or licensee's expense, will continue to maintain the painting of the exterior of the establishment in a neutral pastel color that blends with the houses in the neighborhood and promptly remove or paint over any graffiti written on the exterior walls of the property used by the licensee to conduct business.

4. Limitation on Non-Alcohol Retail Items. Applicant shall not provide "go-cups" (as defined in DCMR § 709.7) to customers. Applicant may sell disposable cups to customers provided such cups are in pre-packaged containing no less than 12 cups. Applicant shall only sell or provide ice to customers in pre-packaged forms containing no less than 5 pounds. Applicant shall not sell single cigarettes; cigarette-rolling papers; plastic bags smaller than sandwich size or in non-pre-packaged form, or any other form of drug paraphernalia.

5. Cooperation with Community. Applicant shall reasonably cooperate with Protestant in efforts to alleviate alcohol abuse problems, illegal drug activity and loitering by, among other things, participating in community meetings and programs as the circumstances may warrant. Applicant shall reasonably cooperate with Protestant to improve the overall environment in an immediately around the establishment to make it a more pleasant, safe area for residents, customers and businesses. Applicant will assist in the cleaning of areas in it's immediate control, to include but not limited to, First Street between Q and Florida Avenue and the corresponding alleyways, and the playground, know as Florida Avenue Park. Applicant will install flower boxes and at least three large planters in the place of the dumpster on the First Street side of the store for beautification of the landscape. Applicant will pull weeds that are on or adjacent to the store. Applicant will assist the community in beautifying the neighborhood by

assisting in the planting of plants on First Street side of the store and planting plants and flowers in the boxes. Employees of the Applicant will not park on First Street in between Florida Ave and Q Street. Applicant will post signs that state parking on First Street in between Florida Ave. and Q Street is for residents only. Applicant must obtain and maintain copies of ABC Regulations.

6. **Restriction on Hours of Alcoholic Beverage Sales.** Applicant shall sell alcoholic beverages between the hours of 9:00am to 10:00pm, Monday through Saturday. The store is closed on Sundays.

7. **Participation in ANC Meetings.** In order to maintain an open dialogue with the community and cooperatively address and control any problems associated with its operations, Applicant, upon reasonable notice from the ANC, shall send a representative of the establishment to a meeting(s) of the ANC to discuss and find ways to reasonably resolve such problems affecting the community.

8. **License Ownership.** Applicant agrees to abide by all ABC regulations regarding the ownership and transfer of the license including, without limitation, providing legal notice of any proposed transfer or substantial change in operations to the Advisory Neighborhood Commission and the Protestants. In the event the Applicant decides to sell or transfer this business, the Applicant will provide to the Protestants and ANC at least ninety (90) days notice of any intention to place the business on the market.

9. **Binding Effect.** This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of Applicant. Applicant will assure that all employees of this establishment adhere to this Agreement, particularly with respect to the sale of alcohol in any form.

10. **Notices.** In the event of a violation of the provisions of this Voluntary Agreement, Applicant shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within thirty (30) days thereafter before action against Applicant on the basis of such violation may be undertaken. A material violation of this Agreement or its ABC license by Applicant which has not been corrected after such thirty (30) days' notice shall constitute cause for seeking a Show Cause Order from the ABC Board. Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement. Notice is deemed to be received upon mailing. Notice is to be given as follows:

- (a) If to Applicant, to:
Sundeep Singh and Shabag Sing, Owners
SSSS Corporation
T/a Sunset Liquors, 1625 First Street, NW, WDC 2001
- (b) If to ANC 5C, Care of:
James D. Berry, Jr.

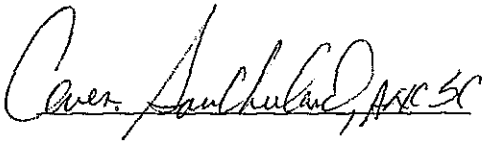
680 Rhode Island Avenue, NE, #H-4
Washington, D.C. 20002

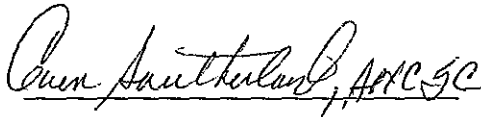
Applicant may change the notice addresses listed above by written notice to the signatories hereto at the addresses listed below their signatures. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Alcohol Beverage Control Board.

10. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

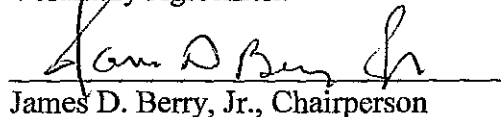
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

WITNESS:


Carol Sautchuk, ANC 5C

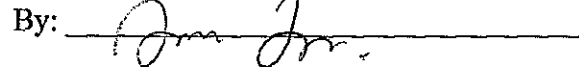

Carol Sautchuk, ANC 5C

ANC 5C is in Support of this
Voluntary Agreement


James D. Berry, Jr., Chairperson

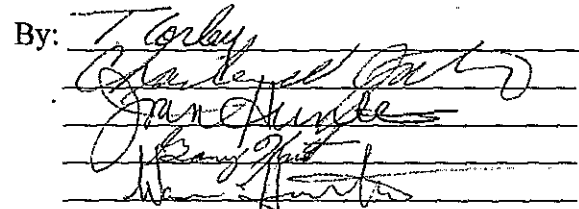
APPLICANT:

Sundeep Singh, Owner
SSSS Corporation t/a Sunset Liquors
1625 First Street, NW, Wash., DC

By: 

PROTESTANT:

Thaddeus Corley, Joan Hunter, Charlene Jathoo,
Gary Hunter, ~~Warren~~ Hunter

By: 

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

SSSS Corporation
t/a Sunset Liquors

Application for a Retailer's Class
A License (renewal)
at premises
1625 First Street, N.W.
Washington, D.C.

Case no. 862-01/053P

James D. Berry, Jr., Chairperson, on behalf of the Advisory Neighborhood Commission
5C, Protestant

Thaddeus Corley, on behalf of Protestants

Simon Osnos, Esquire, on behalf of the Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Oppen-Weiner, Esquire, Member
Audrey E. Thompson, Member

ORDER A WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

The application, having been protested, came before the Board on October 10, 2001 in accordance with D.C. Official Code Title 25, Section 601 (2001 Edition), which provides for protestants to be heard. James D. Berry, Jr., Chair, on behalf of the Advisory Neighborhood Commission 5C, and Thaddeus Corley, on behalf of several protestants, filed opposition in a timely manner.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated November 14, 2001, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the

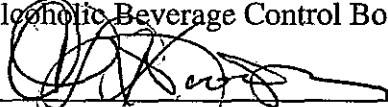
SSSS Corporation
t/a Sunset Liquors
Page two

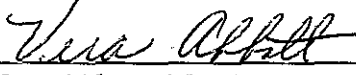
terms of the agreement.

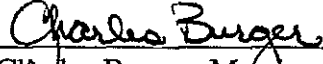
Accordingly, it is this 19th day of December 2001, **ORDERED** that:

1. The opposition of James D. Berry, Jr., Chair, on behalf of the Advisory Neighborhood Commission 5C, and Thaddeus Corley, on behalf of the protestants, be, and the same hereby, is **WITHDRAWN**;
2. The application of SSSS Corporation t/a Sunset Liquors for a retailer's class A license (renewal) located at 1625 First Street, N.W., Washington, D.C., be, and the same hereby, is **GRANTED**;
3. The above-referenced agreement between the parties, be, and the same hereby is, **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestants and the Applicant.

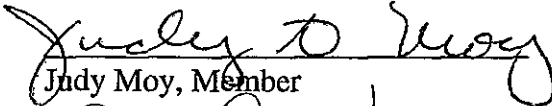
District of Columbia
Alcoholic Beverage Control Board



Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member


Judy Moy, Member


Ellen Oppenheimer, Esquire, Member


Audrey E. Thompson, Member

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

Chin Hui Kim & Hye Ok Kim

t/a Sunset Liquors

Application for a Retailer's

License Class A - renewal

at premises

1625-27 - First Street, N.W.

Washington, D.C.

Case No. 862-97031P

Lawrence Dance III, Geneva Perry and Dale Wafer, Protestants

Nam Sup Lee, President, on behalf of Applicant

Before: Barbara L. Smith, Chair

Dennis Bass, Member

Allen Beach, Member

Mary Eva Candon, Member

Laverne King, Member

Duane Wang, Member

Eydie Whittington, Member

ORDER ON DISMISSED PROTEST

This matter, having been protested, came before the Board for a public hearing on June 11, 1997 in accordance with D.C. Code Section 25-115 (c)(5)(1995 Supp.), providing for remonstrants to be heard. Lawrence Dance III, Geneva Perry and Dale Wafer filed timely protest letters. However, Mr. Dance and Ms. Perry failed to appear at the roll call hearing on June 11, 1997, and Mr. Dance failed to appear at the status hearing on September 24, 1997; therefore, the Board dismissed their opposition for want of prosecution.^{1/}

^{1/} Pursuant to Section 1508.6 of the ABC rules (35 D.C. Reg. 5059, June 24, 1988), the Board ruled that if the Protestants could show good cause as to why they were unable to appear, the Board would reinstate the protest. None of the protestants filed a written explanation regarding their failure to appear.


Chin H. & Hye O. Kim
t/a Sunset Liquors
Page two

Accordingly, it is this 12th day of November 1997, **ORDERED** that:

1. The opposition of Lawrence Dance, III, Geneva Perry and Dale Wafer, be, and the same hereby, is **DISMISSED**;
2. The application of Chin H. & Hye O. Kim t/a Sunset Liquors for a retailer's license class A - renewal at premises 1625-27 First Street, N.W., be, and same hereby, is **GRANTED**;
3. Copies of this Order shall be sent to the Protestant and the Applicant.

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD


BARBARA L. SMITH, CHAIR


DENNIS BASS, MEMBER

ALLEN BEACH, MEMBER

MARY EVA CANDON, MEMBER


LAVERNE KING, MEMBER


DUANE WANG, MEMBER

EYDIE WHITTINGTON, MEMBER

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VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") made this 14 day of November 2001, by and between SSSS Corporation t/a Sunset Liquors ("Applicant") and Thaddeus Corley, 1623 First Street, NW, Joan Hunter, 1617 First Street, NW, Charlene Jathoo, Gary Hunter, 1617 First Street, NW and Warren Hunter, 1617 First Street, NW ("Protestants");

WITNESSETH

WHEREAS, Applicant has applied for renewal of its retailer's license Class A for premises located at 1625 First Street, NW, Washington, D.C.;

WHEREAS Protestant has protested the renewal of Applicant's license; and

WHEREAS, the parties have agreed to enter into this Agreement and to request the Alcohol Beverage Control Board to approve the Applicant's application conditioned upon Applicant's compliance with the terms of this written Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.

2. **Compliance With Law.** Applicant shall comply with all laws and regulations governing the operation of the market, including laws and regulations governing the Class A license to which this agreement applies, as applied for and approved by the District of Columbia in the name of Applicant.

3. **Conduct of Business Operations.**

A. **Cleanliness of Premises and Business Environment.** Applicant shall take all reasonable measures to assure that the immediate environs of the establishment are kept free of litter and debris. "Immediate environs" is defined in D.C.M.R. § 720.2 as including: "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including parking lots and the portion of alleys, sidewalks, or other public property

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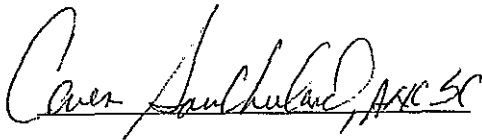
680 Rhode Island Avenue, NE, #H-4
Washington, D.C. 20002

Applicant may change the notice addresses listed above by written notice to the signatories hereto at the addresses listed below their signatures. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Alcohol Beverage Control Board.

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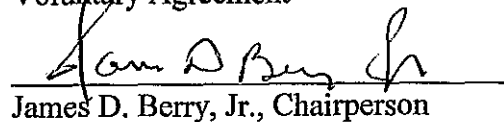
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date
and year first above written.

WITNESS:


ANC 5C

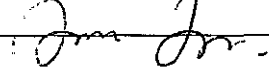

ANC 5C

ANC 5C is in Support of this
Voluntary Agreement


James D. Berry, Jr., Chairperson

APPLICANT:

Sundee Singh, Owner
SSSS Corporation t/a Sunset Liquors
1625 First Street, NW, Wash., DC

By: 

PROTESTANT:

Thaddeus Corley, Joan Hunter, Charlene Jathoo,
Gary Hunter, ~~Warren~~ Hunter

By: 